

**Flux Power, Inc.**  
**Limited Five Year Warranty**

**Flux Power, Inc. LiFT Pack Battery and Battery Management Systems Limited Parts and Labor Product Warranty**

Flux Power, Inc. ("Flux") warrants that if the LiFT Pack battery with battery management system sold by Flux ("Product") or by a Flux authorized reseller proves to be defective in material or workmanship as defined by Flux's specification within five (5) years from the date of sale ("Warranty Period"), Flux will, at our sole option, either replace the defective Product or component thereof, or provide without charge the labor and parts necessary to repair any such defect. The term Product shall not mean individual cells and/or batteries without the Flux battery management systems. Flux's only responsibility under this warranty is to replace with equivalent remaining life and nature of the Product or repair the Product.

**Conditions, Limitation and Exclusions**

This limited warranty is applicable only to the original purchaser and may not be assigned or otherwise transferred. Further this limited warranty is only applicable to the sale of a new Product.

To obtain warranty service you must present your proof of purchase during the Warranty Period. In addition, only Product which has been authorized for return by Flux with a Return Material Order (RMO) number will be accepted under the limited warranty.

If you make a warranty claim to Flux, Flux (or its authorized representative) reserves the right to inspect your Product before repairing or replacing your Product. If upon inspection of your Product no defect in material or workmanship is found, then you may be assessed a labor charge for the diagnostic work. Flux in its sole discretion will determine whether your Product has a defect in material or workmanship.

You must ship the Product back to Flux in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipping. Flux will cover authorized warranty shipping. Flux will ship the repaired or replacement Product to you freight prepaid if you use an address in the continental United States. Shipments to other locations will be made freight collected. Flux owns all parts removed from repaired Product. Flux uses new or reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If Flux repairs or replaces the Product, its limited warranty term is not extended.

This warranty is void if concluded by Flux that (a) the Product's serial number is defaced, missing or altered; (b) the Product has been damaged by improper installation, loose connections, failure of another part in the equipment system or the claim results from accident, misuse, improper charging, neglect, or improper service, (c) the Product including any software has been tampered with, modified or used in a manner contrary to its intended purpose in any way, or (d) the Product has been opened by any unauthorized person including the purchaser, (e) any individual cell within a battery pack extends outside the voltage range of 2.5 volts to 3.65 volts, (f) the amount of discharge current exceeded 2C continuous, (g) the maximum charge current must not exceed 1C at any one time, and (h) the battery has exceeded the temperature range of a negative 20 degrees Celsius to a positive 55 degrees Celsius during discharge, and 0 to 45 degrees Celsius during charge. This warranty does not cover damages that result from abuse, accidents, or fire, flood or other acts of God. Removal, installation

transportation, labor, inconvenience, damage or other components, personal damage or injury and/or any injury or liability to other persons or property are specifically excluded from this limited warranty.

**General Provisions**

Your Product is new technology and may be modified or improved over time in subsequent versions of the Product. Flux reserves the right to make changes to future versions of the Product without assuming any obligation to make such changes on your Product. Your Product has been engineered and tested by Flux. However, if Flux determines that there is a systematic defect in the Product, Flux may initiate a voluntary Product recall. In the event of a voluntary Product recall, Flux will reimburse you the price you paid for your Product amortized over the Warranty Period. The remedies set forth in this paragraph are your sole and exclusive remedy in the event of a voluntary recall. In the event you choose not to participate in a voluntary recall, to the extent permitted by law, the express warranties set forth herein shall be void.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. FLUX'S RESPONSIBILITY FOR DEFECTIVE PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESSED AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE, AND FLUX EXPRESSLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IT IS UNDERSTOOD AND AGREED THAT FLUX'S LIABILITY AND YOUR SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCT PAID BY YOU, AND UNDER NO CIRCUMSTANCES SHALL FLUX BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF FLUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE STATED FOR THE PRODUCT IS A CONSIDERATION IN LIMITING FLUX'S LIABILITY AND YOUR REMEDY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FLUX WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF YOUR NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE.